



Petroleum
Equipment, Inc.

149 New Vale Road
Newland, NC 28657
(828) 733-3731
(800) 269-3513

www.hcnpetro.com
service@hcnpetroleum.com

INVOICE

Page 1 of 2

Invoice: 0000005886

Invoice Date: 02/01/2021

CUSTOMER:

AVERY COUNTY SCHOOL BOARD
775 CRANBERRY STREET
NEWLAND NC 28657

JOB LOCATION:

AVERY COUNTY SCHOOL BOARD
775 CRANBERRY STREET
NEWLAND NC 28657

4,6550.001.529

DESCRIPTION

2	MSC80053	12K Fireguard Tank	47832.6000	95,665.20
		. 12K Diesel Tank 12K Unleaded Tank		
		Double Wall Steel Horizontal Cylindrical ACT UL 142. FIREGUARD ABOVE GROUND WITH SADDLES. SINGLE BULK HEAD WITH EMERGENCY VENTS. 120" X 20'6". TANK WILL HAVE WHITE URETHANE TOPCOAT. EST WGT 34,000 LBS EACH.		
2	GIL15000.1	GASBOY SINGLE DISPENSER	4,589.2000	9,178.40
1	MSC80053	PV100 FUEL CONTROL SYSTEM	5,500.0000	5,500.00
1	MSC80053	LSI Meter, Pulser, Register	5,950.4000	5,950.40
1	MSC80053	INSTALLATION EQUIPMENT	25800.0000	25,800.00
		15 Gallon Remote Fills, Clock Guages with Audio Alarm, Solenoid Valves, Anti Syphon Valves, Fire Valves, Impact Valves, Vapor Recovery Equipment, Ball Valves, Swing Checks, Overfill Valves, Drop Tubes, Hanging Hardware, 30' 1 1/4 Hose, SuBmerge Terbine Pumps, Relay Boxes, Pump Porches.		
0	MSC80053	Electric 1 1/4 Hose Reel	1,511.0000	0.00
1	MSC80053	Subcontractor	74700.0000	74,700.00
		***** CONTINUED *****		

Subtotal \$
Freight \$
Tax \$
TOTAL \$



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Subcontractor will remove and dispose of existing tanks. Will remove block containment and concrete saddles inside and dispose of all debris.

A New concrete pad will be poured and finished for New Tanks. Set tanks with crane. Plumb all new product lines and set Dispensers. Install ballards in front of tanks and Dispensers. Provide all piping. Provide all ballards. All Electrical work for New System.

Clean up all Debris.

ANY PAVING THAT NEEDS TO BE DONE AFTER COMPLETION TO BE DONE BY OTHERS.

Tanks must be empty at start of project.

FINANCE OFFICER

DATE

1	LABOR	LABOR & STARTUP	4,500.0000	4,500.00
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Subtotal	\$	221,294.00
Freight	\$	5,900.00
Tax	\$	15,335.60

TOTAL	\$	242,529.60
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Deposit Due	\$	75,000.00
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4.6550.001.529.000

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JOB LOCATION:

AVERY COUNTY SCHOOL BOARD
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DESCRIPTION

Extra Electrical was because existing conduits from building to tanks were rusted into and not able to be reused.

Cut asphalt and installed 3 Rigid Conduits from building to tank pad. (One extra for future use.) Poured Concrete back over trench.

Also installed Electrical to Hose Reel which was an Option on Quote.

Also installed Sub Panel inside because of Electrical Feed being 3 Phase.

All gas equipment is in N

Setup New Emergency Stop
Gas Equipment Outside.

**This Instrument Has Been
Pre-Audited In The Manner
Required By The School Budget
and Fiscal Control Act.**

Finance Officer

Date

Subtotal	\$	230,495.00
Freight	\$	6,100.00
Tax	\$	15,970.16

TOTAL	\$	252,565.16
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DEPOSITS	\$	-175,000.00
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AMOUNT DUE	\$	77,565.16
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Invoice Date:06/28/2021

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AVERY COUNTY SCHOOL BOARD
775 CRANBERRY STREET
NEWLAND NC 28657

JOB LOCATION:

AVERY COUNTY SCHOOL BOARD
775 CRANBERRY STREET
NEWLAND NC 28657

DESCRIPTION

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1	MSC80053	Electric 1 1/4 Hose Reel Hose Reel to have Explosion Proof ***** CONTINUED *****	1,911.0000	1,911.00



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DESCRIPTION

Junction Box.

1	MSC80053	Subcontractor	74700.0000	74,700.00
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1	LABOR	LABOR & STARTUP	4,500.0000	4,500.00
1	MSC80053	PV100 to PV200 UPGRADE	4,495.0000	4,495.00
1	MSC80053	Extra Electrical	2,795.0000	2,795.00

***** CONTINUED *****



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1	LABOR	LABOR & STARTUP	4,500.0000	4,500.00
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THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE SCHOOL
BUDGET AND FISCAL CONTROL ACT

FINANCE OFFICER
[Signature]

Subtotal	\$	221,294.00
Freight	\$	5,900.00
Tax	\$	15,335.60
TOTAL	\$	242,529.60
Deposit Due	\$	100,000.00



Superior Court Systems
By Floor Action, Inc.
PO Box 7327
Wilson, NC 27895
P: 252-443-7980 F: 252-443-5535

For all of your floor and court needs

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO: Avery County Schools ADDRESS: 775 Cranberry St Newland, NC 28657 PHONE: 828-733-6006 FAX: 828-733-8943 ATTN: Michael Buchanan	JOB NAME: Sand Gym Floor JOB LOCATION: Avery County High School 401 High School Road Newland, NC 28657 JOB TEL: 828-733-0151 Email: michaelbuchanan@averyschools.net	DATE: 06-02-2023
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We hereby submit specifications and estimates for:

Sand gym floor with course, medium and fine sandpaper using Mac 12" Riding Sander.

Vacuum and tack floor with waterless cleaner. Seal with Bona Seal, screen, vacuum and tack floor.

Apply second application of sealer; screen, vacuum and tack floor.

Mark and repaint existing game lines, stain red border and inside keys, paint Viking center logo, and lettering on both ends. Paint two "Tommy Burleson Court" logos. Lightly screen lines and tack floor.

Apply one (1) coat of Bona All Court gym floor finish, let dry overnight. Apply a second coat of Bona All Court gym floor finish.

ALL SEALS AND FINISHES ARE MFMA APPROVED

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of

\$22,900.00 Twenty-Two Thousand Nine Hundred Dollars and Zero Cents

PRICE SUBJECT TO CHANGE AFTER THIRTY (30) DAYS

Payment to be made as follows:

Upon completion of job

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Customer is to provide any electrical hookups necessary for completion of project. Customer is responsible for providing and maintaining dumpster site. Customer is to have bleachers pushed up and the floor cleared.

Work is guaranteed for one year. Warranty will be extended one year if Floor Action is allowed to refinish the floor the year after sanding. Warranty will be null and void if someone else refinishes the floor during the warranty period.

*** Extra Lines and Artwork are additional***

Authorized Signature

Patrick Morningstar

Note: This proposal may be withdrawn by us if not accepted within 30 days

Patrick Morningstar

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance

January 10, 2023

Crossnore Elementary BAS Controls Upgrades

EXCLUSIONS/CLARIFICATIONS

Excludes air and water balancing.
Existing pneumatic piping and tubing to be capped and abandoned in place.
Excludes work other than noted below.
All work to be performed during regular business hours during summer break.

SCOPE OF WORK

UNIT VENTILATOR UNITS/FAN COIL UNITS

(CONTROLS ONLY)

Includes:

- Demo existing pneumatic controls.
- Providing & installation of new Bacnet DDC Controller to replace existing space thermostat.
- Furnish and install space CO2 Sensor units with outdoor air provided.
- Furnish and install fan status.
- Furnish and install discharge air temperature sensor.
- Furnish and install fan speed relays.
- Furnish and install power transformer.
- Furnish and install new electric control valve to replace existing pneumatic control valve.
- Furnish and install new electric damper actuator and mounting kit for outside air damper where outdoor air provided.
- Providing programming and engineering.
- Furnish and install control conduit and wiring as required.
- Providing and installation BAS network wiring to connect existing unit ventilators to new BAS Network Controller.

Clarification:

- Existing panels, dampers, wiring and conduit to remain and be reused as possible.

(3) EXISTING MULTIZONE AIR HANDLING UNITS

(CONTROLS ONLY)

Includes:

- Providing & installation of new Bacnet DDC controller to replace the existing Controller
- Furnish and install fan start/stop/status for supply and relief fans.
- Furnish and install supply air temperature sensor.
- Furnish and install return air temperature sensor.
- Furnish and install return air CO2 sensor.
- Furnish and install low limit thermostat.
- Furnish and install Outside Air, Return Air and Relief Air electric damper actuators to replace existing pneumatic actuators.
- Furnish and install new electric control valve to replace existing pneumatic control valve.
- Furnish and install ERV start/stop/status, qty 3
- Furnish and install ERV electric damper actuators, four per ERV, 12 total.
- Furnish and install power transformer for each ERV, qty 3.
- MZ-1 furnish and install seven zone thermostats and electric damper actuators.
- MZ-2 furnish and install five zone thermostats and electric damper actuators.
- MZ-3 furnish and install two zone thermostats and electric damper actuators.
- Rework ERV duct connection to eliminate vibration.
- Furnish and install control conduit and wiring as required.
- Providing programming and engineering for AHU sequences of operation.
- Providing and installation BAS network wiring to connect to NAE Network Controller.

Clarification:

- Existing panels, dampers, sensors, wiring and conduit to remain and be reused.

(1) EXISTING CONSTANT VOLUME AIR HANDLING UNIT SERVING GYM

(CONTROLS ONLY)

Includes:

- Providing & installation of new Bacnet DDC controller to replace the existing Controller
- Furnish and install fan start/stop/status for supply and relief fans.



- Furnish and install supply air temperature sensor, qty 2.
- Furnish and install return air temperature sensor.
- Furnish and install return air CO2 sensor.
- Furnish and install low limit thermostat.
- Furnish and install Outside Air, Return Air and Relief Air electric damper actuators to replace existing pneumatic actuators (6).
- Furnish and install new electric control valve to replace existing pneumatic control valve (3 total).
- Furnish and install control conduit and wiring as required.
- Providing programming and engineering for AHU sequences of operation.
- Providing and installation BAS network wiring to connect to NAE Network Controller.

Clarification:

- Existing panels, dampers, sensors, wiring and conduit to remain and be reused as possible.

HW/CW CONTROLS

(CONTROLS ONLY)

Includes:

- Remove existing N2 Controller. The existing panel, control devices and wiring are to be reused
- Furnish and install one new Bacnet DDC Controller
- Reconnect existing controls to new controller
- Furnish and install new electric control valves to replace existing pneumatic control valve (3 total).
- Furnish engineering and programming for the HW and CW Systems
- Furnish and install control conduit and wiring as required

Excludes:

- Variable Frequency Drives
- Existing panels, sensors, control devices, wiring and conduit to remain and be reused as possible.
- Work other than noted above

BAS NETWORK CONTROLS

Includes:

- Connect new controllers to new BAS Network Controller.
- Providing and installation of new BAS network wiring is included with each system.
- Owner training and demonstration.

PRICING

PRICING VALID FOR A PERIOD OF 30 CALENDAR DAYS BEGINNING 01/10/23

TOTAL PRICE FOR ENTIRE SCOPE OF WORK ABOVE \$412,454.00 ✓
ADD FOR THREE ERV ISOLATION DUCT MODIFICATIONS \$28,548.00 ✓
ADD FOR NETWORK SERVER \$54,103.00 X 10

ACCEPTANCE OF PROPOSAL

Avery County Schools
Purchaser/Company Name

JOHNSON CONTROLS INC.

Faith Cope
Signature

Signature

Name: Faith Cope

Total Price: \$441,002.00

Date: 3.16.23

Gary Gray
Johnson Controls
Direct: 423-416-4758
Email: gary_2.gray@jci.com

Standard Terms and Conditions – U.S.A.

(1) AGREEMENT AND LIMITATIONS. This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect, Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.**

(8) PATENTS. Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright,

trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) Compliance with Laws: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(13) DELAYS, COSTS AND EXTENSIONS OF TIME. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.